

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**UNITED STATES POSTAL SERVICE**

**and**

**Cases 16-CA-151622  
16-CA-152542  
16-CA-159653  
16-CA-164063  
16-CA-166431  
16-CA-166932**

**NATIONAL ASSOCIATION OF LETTER  
CARRIERS, BRANCH 132 affiliated with  
NATIONAL ASSOCIATION OF LETTER  
CARRIERS, AFL-CIO**

**and**

**Cases 16-CA-152214  
16-CA-158665**

**NATIONAL POSTAL MAIL HANDLERS UNION  
LOCAL 311 affiliated with NATIONAL POSTAL  
MAIL HANDLERS UNION, AFL-CIO**

**and**

**Cases 16-CA-154928  
16-CA-171828**

**AMERICAN POSTAL WORKERS UNION  
DALLAS AREA LOCAL 732 affiliated with  
AMERICAN POSTAL WORKERS UNION,  
AFL-CIO**

**DECISION AND ORDER**

**Statement of the Cases**

On June 16, 2017, the United States Postal Service (the Respondent); National Association of Letter Carriers, AFL-CIO; National Postal Mail Handlers Union, AFL-CIO; American Postal Workers Union, AFL-CIO; National Association of Letter Carriers, Branch 132 (Branch 132); National Postal Mail Handlers Union, Local 311 (Local 311); American Postal Workers Union, Dallas Area Local 732 (Local 732); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the

National Labor Relations Act and the Board's Rules and Regulations, and the parties waived their rights to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.<sup>1</sup>

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

### **Findings of Fact**

#### **1. The Respondent's business**

(a) The United States Postal Service (the Respondent) provides postal services for the United States and operates various facilities throughout the United States in performing that function, including facilities at 2400 Tom Landry Freeway (DFW Turnpike) (Dallas NDC), 2825 Oak Lawn Avenue (Oak Lawn Facility), 8604 Turtle Creek Boulevard (Preston Facility), 9130 Markville Drive (Richland Facility), and 401 DFW Turnpike (Dallas Main Facility) in Dallas, Texas and 2030 E. Jackson Road (Carrollton Facility) in Carrollton, Texas.

(b) The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act, 39 U.S.C. Section 101 et seq. (PRA).

#### **2. The labor organizations involved**

(a) The National Association of Letter Carriers, AFL-CIO, the National Postal Mail Handlers Union, AFL-CIO, and the American Postal Workers Union, AFL-CIO, are labor organizations within the meaning of Section 2(5) of the Act.

(b) The National Association of Letter Carriers, Branch 132 (Branch 132), the National Postal Mail Handlers Union, Local 311 (Local 311), and the American Postal Workers Union, Local 732 (Local 732) are labor organizations within the meaning of Section 2(5) of the Act.

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<sup>1</sup> We note that the remedy to which the parties have agreed differs in some respects from previous broad orders that the Board has issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 345 NLRB 426 (2005), enfd. 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Court of Appeals, remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

## ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondent, United States Postal Service, Dallas and Carrollton, Texas, its officers, agents, successors and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively with Branch 132 by failing or refusing to furnish, or unreasonably delaying in furnishing, Branch 132 with information that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of its City Letter Carrier employees at its Carrollton, Oak Lawn, Preston, and Richland facilities.

(b) Failing and refusing to bargain collectively with Local 311 by failing or refusing to furnish, or unreasonably delaying in furnishing, Local 311 with information that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of its Mailhandler employees at the Dallas NDC.

(c) Failing and refusing to bargain collectively with Local 732 by failing or refusing to furnish, or unreasonably delaying in furnishing, Local 732 with information that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of its Maintenance employees, Motor Vehicle employees, Postal Clerks, Mail Equipment Shops employees, Material Distribution Centers employees, and Operating Services and Facilities Services employees at the Dallas Main Facility and Dallas NDC.

(d) Interfering with, restraining, or coercing, in any like or related manner, its employees in the exercise of rights guaranteed under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Bargain in good faith with NALC, NPMHU, and APWU as the exclusive collective-bargaining representatives of the Respondent's employees at its Dallas NDC, Oak Lawn, Preston, Richland, Dallas Main, and Carrollton Facilities.

(b) To the extent not already provided, provide Branch 132, Local 311, and Local 732 with the relevant requested information as described in the Fourth Order Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing, which was served by certified mail on July 29, 2016.

(c) Upon request, provide Branch 132, Local 311, and Local 732 with information necessary and relevant to fulfill the Unions' statutory obligations as the exclusive bargaining representative of employees at the respective facilities identified for each branch/local in paragraph 1 above.

(d) Hold a meeting or meetings at the Oak Lawn Facility, Richland Facility, Preston Facility, Dallas Main Facility, Carrollton Facility, and Dallas NDC, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Respondent will read the attached notice marked Appendix A in the presence of a Board agent. The reading will take place at a time when the Respondent would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period.

(e) The Postmaster or Station Manager at the Respondent's Oak Lawn Facility, Richland Facility, Preston Facility, Dallas Main Facility, and Carrollton Facility<sup>2</sup> will maintain an information request log that tracks when requests for information are made, by whom the requests are made, a description of the information sought, to whom the requests are made, the information provided in response to the requests for information, and the dates the Respondent responds to the requests for information.

(f) Schedule training sessions on how to timely and appropriately respond to information requests and how to properly maintain information logs and require that all supervisors and managers at its Oak Lawn Facility, Richland Facility, Preston Facility, Carrollton Facility, Dallas Main Facility, and Dallas NDC attend the training. The Respondent will incorporate the information request training into its regular training program for new supervisors and managers for all USPS locations in the City of Dallas and the Carrollton Facility.

(g) Within 14 days of the approval of this Agreement, the Respondent will distribute by electronic mail, inter-office mail, newsletter, bulletin, or in any other fashion by which the Respondent ordinarily communicates with its management and supervisory representatives, the attached notice marked "Appendix B" to all supervisors and managers employed by the Respondent at its post offices and mail distribution centers within the City of Dallas and at the Carrollton facility.

(h) Within 21 days after service by the Region, file with the Regional Director for Region 16 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

3. Within 14 days of service by the Region, post at all its post offices and mail distribution centers in the City of Dallas and at the Carrollton Facility copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material.

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<sup>2</sup> Dallas NDC currently maintains an information log.

Dated, Washington, D.C., August 14, 2017

Philip A. Miscimarra,	Chairman
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Mark Gaston Pearce,	Member
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Lauren McFerran,	Member
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(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

## **APPENDIX A**

### **NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government**

#### **PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

#### **FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union  
Choose a representative to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

The NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 132 (NALC 132) is the collective-bargaining representative of our City Letter Carrier employees at the Carrollton Facility, Oak Lawn Facility, Richland Facility, and Preston Facility for the purposes of bargaining collectively with us on your behalf.

The NATIONAL POSTAL MAIL HANDLERS UNION LOCAL 311 (NPMHU 311) is the collective-bargaining representative of our Mailhandler employees at the Dallas NDC for the purposes of bargaining collectively with us on your behalf.

The AMERICAN POSTAL WORKERS UNION, DALLAS AREA LOCAL 732 (APWU 732) is the collective-bargaining representative of our Maintenance employees, Motor Vehicle employees, Postal Clerks, Mail Equipment Shops employees, Material Distribution Centers employees, and Operating Services and Facilities Services employees at the Dallas Main Facility and Dallas NDC for the purposes of bargaining collectively with us on your behalf.

**WE WILL NOT** refuse to bargain in good faith with NALC 132, NPMHU 311, and APWU 732 by refusing to provide information that is relevant and necessary to their roles as your exclusive collective-bargaining representative.

**WE WILL NOT** unreasonably delay in providing NALC 132, NPMHU 311, and APWU 732 with information that is relevant and necessary to their roles as your bargaining representatives.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE HAVE** provided information to NALC 132 that it deemed sufficient to resolve Local grievance numbers 15-MB-187, 15-MB-395, 15-MB-582, 15-MB-583, 15-MB-584, 15-MB-

531, 15-MB-532, 15-MB-598, 15-MB-995, 15-MB-1016, 15-MB-1017, 15-MB-1029, 15-MB-1031, 15-MB-1032, 15-MB-1192, 15-MB-1227, 15-MB-1228, 15-MB-1229, 15-MB-1230, and 15-MB-1231.

**WE HAVE** provided information to NALC 132 that it requested from the Oak Lawn Facility on August 25, 2015, September 21, 2015, October 7, 2015, October 9, 2015, October 15, 2015 and November 5, 2015.

**WE HAVE** provided information to NALC 132 that it requested from the Preston Facility on November 7, 2015.

**WE HAVE** provided APWU 732 with information containing the names of the person who chose to subcontract work and communications regarding subcontracting of work for local grievance numbers 251644, 251645, 251646, 251647, 251648, and 251649.

**WE HAVE** provided APWU 732 with the invoice from the repairs related to local grievance number 251645.

**WE HAVE** provided NALC 132 with a response to the information request made to the Markville Facility on December 11, 2015.

**WE HAVE** provided APWU 732 with a response to the information requests made to the Dallas Main Facility on November 11, 2015 and November 23, 2015.

**WE WILL** provide NALC 132 with information it requested from the Oak Lawn Facility on August 13, 2015, October 3, 2015, October 13, 2015, October 31, 2015, and the CA-1 and CA-17 requested on October 15, 2015.

**WE WILL** provide NALC 132 with any information it requested from the Richland Facility on December 22, 2015 related to a proposed notice of removal.

**WE WILL** provide NPMHU 311 with all CA-17s requested for local grievance number 31828.

**WE WILL** provide APWU 732 with the Article 32 analysis, including a detailed cost analysis, and/or copies of the contracts for the subcontracting of work related to local grievance numbers 251643, 251644, 251646, 251647, 251648, and 251649.

**WE WILL** provide APWU 732 with the name of the person who decided to subcontract the work and any communications regarding subcontracting of work related to local grievance number 251643.

**WE WILL** bargain in good faith with NALC 132, as the exclusive collective-bargaining representative of our unit employees at the Carrollton, Oak Lawn, Preston, and Richland facilities, and timely provide NALC 132 with information that is relevant and necessary to its role as your bargaining representative.

**WE WILL** bargain in good faith with NPMHU 311 as the exclusive collective-bargaining representative of our unit employees at the Dallas NDC, and timely provide NPMHU 311 with information that is relevant and necessary to its role as your bargaining representative.

**WE WILL** bargain in good faith with APWU 732 as the exclusive collective-bargaining representatives of our unit employees at the Dallas Main Facility and Dallas NDC, and timely provide APWU 732 with information that is relevant and necessary to its role as your bargaining representative.

**ALL OUR EMPLOYEES** are free to become or remain, or to refrain from becoming or remaining, members of any labor organization.

#### **UNITED STATES POSTAL SERVICE**

The Board's decision can be found at [www.nlrb.gov/case/16-CA-151622](http://www.nlrb.gov/case/16-CA-151622) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.





## **APPENDIX B**

### **NOTICE TO MANAGEMENT OFFICIALS:**

Recently, several unfair labor practice charges have been filed against the USPS with the National Labor Relations Board. These charges, filed by postal labor unions representing employees within the City of Dallas and in the Carrollton Facility, have alleged that the USPS has failed to bargain in good faith by refusing to provide requested information to these labor unions. In these cases, information was not provided in a timely manner in accordance with the National Labor Relations Act. In response, the National Labor Relations Board has determined to issue a complaint alleging that we violated the National Labor Relations Act by failing to provide this information in a timely fashion.

Please be reminded that the United States Postal Service has a statutory duty to supply information which is relevant and of use to a labor union in fulfilling its duties as exclusive bargaining representative, including its duties to police the contract and to process and investigate grievances. Most information concerning bargaining unit employees that pertains to wages, hours, and terms and conditions of employment is presumptively relevant and must be furnished upon request. Presumptively relevant information includes, but is not limited to, the names of unit employees and their addresses, seniority dates, rates of pay, lists of job classifications and other payroll data, copies of insurance plans/rates in effect, clock rings, personnel action forms, requests for changes of schedule, and other information related to the hours and other terms and conditions of employment of bargaining unit employees. Your failure to provide responsive information or otherwise respond to requests for such information, within a reasonable time, may not only constitute a violation of the National Labor Relations Act, but also may result in disciplinary action against you.